ground of consanguinity; in absence of express provision to the contrary, that right is not prejudiced by the artificial relation created by adoption. *Wagner* v. *Varner*, 50 Iowa, 532; *Clarkson* v. *Hatton*, 143 Mo. 47, 44 S. W. 761. See *In re Darling's Estate*, 159 Pac. 606, 607 (Cal.). The adoption does not place the child in a position as of the blood of the foster parents so as to give a general right to inherit. *In re Burnett's Estate*, 219 Pa. 599, 69 Atl. 74; *Wallace* v. *Noland*, 246 Ill. 536, 92 N. E. 956; *Hockaday* v. *Lynn*, 200 Mo. 456, 95 S. W. 585. However, as in the principal case, adoption statutes generally confer a right to inherit from the adopting parent. *Gilliam* v. *Guaranty Trust Co.*, 186 N. Y. 127; *Ryan* v. *Foreman*, 262 Ill. 175. Such right exists, even though after the death of the adopting parent the child is readopted. *Cf. Russell's Adm'r* v. *Russell's Guardian*, 14 Ky. L. R. 236; *Patterson* v. *Browning*, 146 Ind. 160, 44 N. E. 993. But if prior to the death of the foster parent that statutory status is abrogated, all rights and obligations existing because of that status would seem to be at an end, including the statutory right to inherit.

BANKRUPTCY — PROPERTY PASSING TO TRUSTEE — CHOSES IN ACTION — ASSIGNMENT OF FUTURE BOOK ACCOUNT. — The owner of an established business made an assignment to the plaintiff, as security for a loan, of book accounts to come into existence in connection with that business. *Held*, that equity would not enforce this assignment against the trustee in bankruptcy of the assignor. *Taylor* v. *Barton-Child Co.*, 117 N. E. 43 (Mass.).

A mortgage of after-acquired chattels, unless the mortgagee has taken possession, is not enforceable in Massachusetts. *Jones* v. *Richardson*, 10 Metc. (Mass.) 481. The decision in the principal case is based on an analogy between the assignment of a *chose in action* and a mortgage of chattels. Legal title to chattels to be subsequently acquired cannot be transferred without further action of the parties. Taking the view that the assignment of a *chose in action* is the transfer of a legal right, this would be as true of a *chose in action* as of a chattel, and the same rules should apply to each. But if an assignment merely creates an irrevocable power of attorney to collect, there seems to be no reason why such a power cannot be given as well for a future as a present debt, on the same rules applied to future as to present assignments. See Samuel Williston, "Transfers of Personal Property," 19 HARV. L. REV. 557, 562. But the doctrine of the principal case has been generally followed. Most American jurisdictions, following the English rule, hold a mortgage of future property to be enforceable in equity whether or not the mortgagee has taken possession. *Holroyd* v. *Marshall*, 10 House of Lords Cases 191; *Mitchell* v. *Winslow*, 2 Story (U. S.) 630. In such jurisdictions an assignment like that in the principal case is enforceable in equity as against the general creditors of the assignor. *Tailby* v. *Official Receiver*, 13 A. C. 523; *Burdon Cent. Sugar Refin. Co.* v. *Payne*, 167 U. S. 127; *Field* v. *City of New York*, 6 N. Y. 179.

COMMON LAW — STATUTES — PROCEEDINGS *IN FORMA PAUPERIS*. — The statutes of California make no provision for proceedings *in forma pauperis* and require payment of certain costs in advance. Upon application for leave to sue *in forma pauperis held*, that power to allow such a proceeding is inherent in common-law courts and exists unless expressly taken away by statute. *Martin* v. *Superior Court*, SAN FRANCISCO RECORDER, October 18, 1917. See Notes.

CONFLICT OF LAWS — JURISDICTION FOR DIVORCE — EXTRATERRITORIAL EFFECT OF DIVORCE — DOMICILE OF MARRIED WOMAN. — The husband left the wife in New York, alleging her cruelty as cause, and went to Maine to secure a divorce. The Maine court subsequently granted him a decree upon mere constructive service of the wife. She now sues for a divorce in New